



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION PETITION (L) NO.12258 OF 2026

Collective Artists Network India Pvt. Ltd.Petitioner
V/S
Jovan MartinsRespondent

Mr. Gaurav Joshi, Senior Advocate with Ms. Madhu Gadodia, Mr. Vivek Dwivedi, Mr. Aryan Garg & Mr. Ayush Tainwalla i/b Naik Naik & Co., *for Petitioner.*

Dr. Birendra Saraf, Senior Advocate with Mr. Mayur Khandeparkar, Mr. Rohan Savant, Mr. Ranjiv Carvalho, Ms. Aneesa Cheema, Mr. Sriraj Menon, Mr. Rupesh Geete, Mr. Avesh Ganja & Mr. Sandesh Panchal i/b Satyaki Law Associates, *for Respondent.*

CORAM : SANDEEP V. MARNE, J.
DATE : 07 MAY 2026.

P.C.:

1. This is an Application filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) seeking interim measures before commencement of the arbitral proceedings. The disputes and differences have arisen between parties out of Employment Agreement dated 17 May 2022 and Share Subscription cum Share Purchase cum Shareholders Agreement (**SSSHA**) dated 17 May 2022.

2. I have heard Mr. Joshi, the learned Senior Advocate appearing for the Petitioner and Dr. Saraf, the learned Senior Advocate appearing for the Respondent.

3. The Employment Agreement contains dispute resolution clause 11 which provides for conduct of arbitration in accordance with the Rules of Singapore International Arbitration Centre. Clause 22 of the SSSHA also envisages arbitration as per the Rules of Singapore International Arbitration Centre. As the hearing of the Petition progressed, Mr. Joshi and Dr. Saraf, on instructions, have agreed for appointment of an *Ad hoc* Arbitrator for conduct of domestic arbitration.

4. Since parties have agreed for constitution of Arbitral Tribunal, it would be appropriate that the Petitioner exercises remedy under Section 17 of the Arbitration Act.

5. Accordingly, I proceed to pass the following order:

A) Shri Justice S.V. Gangapurwala, Former Chief Justice of Madras High Court is hereby appointed as *Ad hoc* Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Employment Agreement and Share Subscription cum Share Purchase cum Shareholders Agreement referred to above. The contact details of the learned *Ad hoc* Arbitrator are as under:

Office Address: Near Porwal Bhawan, Govardhan Giri
Khara Kuwa, Kranti Chowk,
Aurangabad – 431 001.

Mobile No.: 95451 11995

Email ID: sanjay.gangapurwala@gmail.com

B) A copy of this order be communicated to the learned *Ad hoc* Arbitrator by the Advocate for the Petitioner within a period of one week from the date of uploading of this order. The Petitioner shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith a copy of this order.

C) The learned *Ad hoc* Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12 (1) of the Arbitration Act to the parties within a period of two weeks from receipt of a copy of this order.

D) The parties shall appear before the learned *Ad hoc* Arbitrator on such date and at such place as indicated by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

E) The fees of the learned *Ad hoc* Arbitrator shall be as prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the learned *Ad hoc* Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Arbitral Tribunal.

6. Present Petition is converted into Application under Section 17 of the Arbitration Act to be decided by the Arbitral Tribunal on its own merits.

7. The Petitioner would be at liberty to apply for ad-interim measures before the Arbitral Tribunal.

8. All contentions of parties on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

9. With the above directions, Commercial Arbitration Petition is **allowed and disposed of**. There shall be no order as to costs.

(SANDEEP V. MARNE, J.)